

528. According to the U.S. government, defendant Iraq has harbored senior members of the al Qaida terrorist network. Iraq permitted those al Qaida operatives to use the cloak of Iraq's state sovereignty to shield al Qaida's operations, including the recruitment of new members, training of terrorist cells, and coordination, planning and funding of terrorist attacks throughout the world.

529. At all times material hereto, defendant Iraq operated terrorist training camps within its borders, at which defendant Iraq provided training to members of various terrorist organizations, including members of the al Qaida terrorist network. One such camp was equipped with a commercial airliner fuselage, used by defendant Iraq to train terrorist operatives, including al Qaida members, in hijacking techniques and procedures.

530. As the forgoing demonstrates, Iraq has, for a period of many years, provided critical financial and logistical support to al Qaida in relation to that terrorist organization's global jihad.

531. The September 11<sup>th</sup> Attack was a direct, intended and foreseeable product of Iraq's participation in al Qaida's jihadist campaign.

### **PLAINTIFFS' INJURIES**

532. At the time of the September 11<sup>th</sup> Attack, plaintiff Federal provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit A hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit A.<sup>59</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Federal has made payments to the insureds identified in Exhibit A in an

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<sup>59</sup> Exhibit A is expressly incorporated herein by reference.

aggregate amount in excess of \$1,305,520,292.20, as set forth in greater detail in Column D of Exhibit A, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Federal is subrogated to its insureds' rights of recovery against any responsible third parties.

533. At the time of the September 11<sup>th</sup> Attack, plaintiff Pacific Indemnity provided property insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit B hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit B.<sup>60</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Pacific Indemnity has made aggregate payments to the insureds identified in Exhibit B in an amount in excess of \$9,542,008.43, as set forth in greater detail in Column D of Exhibit B, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments, plaintiff Pacific Indemnity is subrogated to its insureds' rights of recovery against any responsible third parties.

534. At the time of the September 11<sup>th</sup> Attack, plaintiff Chubb Custom provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit C hereto, relative to the property and/or business interests located at the corresponding addresses identified in Column B of Exhibit C.<sup>61</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Chubb Custom has made payments to the insureds identified in Exhibit C in an aggregate amount in excess of \$612,585, as set forth in greater detail in

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<sup>60</sup> Exhibit B is expressly incorporated herein by reference.

<sup>61</sup> Exhibit C is expressly incorporated herein by reference.

Column D of Exhibit C, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Chubb Custom is subrogated to its insureds' rights of recovery against any responsible third parties.

535. At the time of the September 11<sup>th</sup> Attack, plaintiff Chubb Indemnity provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit D hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit D.<sup>62</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Chubb Indemnity has made payments to the insureds identified in Exhibit D in an aggregate amount in excess of \$3,771,622.01, as set forth in greater detail in Column D of Exhibit D, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Chubb Indemnity is subrogated to its insureds' rights of recovery against any responsible third parties.

536. At the time of the September 11<sup>th</sup> Attack, plaintiff CICC provided insurance coverage to the corporations, affiliations, companies, partnerships, persons, trusts and other parties identified in Column A of Exhibit E hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit E.<sup>63</sup> In accordance with the terms of the applicable policies of insurance, plaintiff CICC has made payments to the insureds identified in Exhibit E in an aggregate amount in excess of \$44,547,557.24, as set forth in greater detail in Column D of Exhibit E, and expects that it will make additional payments in the future, in compensation for damages

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<sup>62</sup> Exhibit D is expressly incorporated herein by reference.

<sup>63</sup> Exhibit E is expressly incorporated herein by reference.

resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff CICC is subrogated to its insureds' rights of recovery against any responsible third parties.

537. At the time of the September 11<sup>th</sup> Attack, plaintiff CICNJ provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit F hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit F.<sup>64</sup> In accordance with the terms of the applicable policies of insurance, plaintiff CICNJ has made payments to the insureds identified in Exhibit F in an aggregate amount in excess of \$410,681.69, as set forth in greater detail in Column D of Exhibit F, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff CICNJ is subrogated to its insureds' rights of recovery against any responsible third parties.

538. At the time of the September 11<sup>th</sup> Attack, plaintiff Great Northern provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit G hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit G.<sup>65</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Great Northern has made payments to the insureds identified in Exhibit G in an aggregate amount in excess of \$598,504,108.30, as set forth in greater detail in Column D of Exhibit G, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue

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<sup>64</sup> Exhibit F is expressly incorporated herein by reference.

<sup>65</sup> Exhibit G is expressly incorporated herein by reference.

of its payments to its insureds, plaintiff Great Northern is subrogated to its insureds' rights of recovery against any responsible third parties.

539. At the time of the September 11<sup>th</sup> Attack, plaintiff Vigilant provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit H hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit H.<sup>66</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Vigilant has made payments to the insureds identified in Exhibit H in an aggregate amount in excess of \$41,545,872.30, as set forth in greater detail in Column D of Exhibit H, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Vigilant is subrogated to its insureds' rights of recovery against any responsible third parties.

540. At the time of the September 11<sup>th</sup> Attack, plaintiff Zurich provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit I hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit I.<sup>67</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Zurich has made payments to the insureds identified in Exhibit I in an aggregate amount in excess of \$783,686,766.26, as set forth in greater detail in Column D of Exhibit I, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds,

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<sup>66</sup> Exhibit H is expressly incorporated herein by reference.

<sup>67</sup> Exhibit I is expressly incorporated herein by reference.

plaintiff Zurich is subrogated to its insureds' rights of recovery against any responsible third parties.

541. At the time of the September 11<sup>th</sup> Attack, plaintiff American Guarantee provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit J hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit J.<sup>68</sup> In accordance with the terms of the applicable policies of insurance, plaintiff American Guarantee has made payments to the insureds identified in Exhibit J in an aggregate amount in excess of \$44,407,749.17 as set forth in greater detail in Column D of Exhibit J, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff American Guarantee is subrogated to its insureds' rights of recovery against any responsible third parties.

542. At the time of the September 11<sup>th</sup> Attack, plaintiff American Zurich provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit K hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit K.<sup>69</sup> In accordance with the terms of the applicable policies of insurance, plaintiff American Zurich has made payments to the insureds identified in Exhibit K in an aggregate amount in excess of \$2,356,183.61 as set forth in greater detail in Column D of Exhibit K, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue

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<sup>68</sup> Exhibit J is expressly incorporated herein by reference.

<sup>69</sup> Exhibit K is expressly incorporated herein by reference.

of its payments to its insureds, plaintiff American Zurich is subrogated to its insureds' rights of recovery against any responsible third parties.

543. At the time of the September 11<sup>th</sup> Attack, plaintiff Assurance of America provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit L hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit L.<sup>70</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Assurance of America has made payments to the insureds identified in Exhibit L in an aggregate amount in excess of \$2,417,600.19 as set forth in greater detail in Column D of Exhibit L, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Assurance of America is subrogated to its insureds' rights of recovery against any responsible third parties.

544. At the time of the September 11<sup>th</sup> Attack, plaintiff Colonial American provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit M hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit M.<sup>71</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Colonial American has made payments to the insureds identified in Exhibit M in an aggregate amount in excess of \$21,400, as set forth in greater detail in Column D of Exhibit M, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its

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<sup>70</sup> Exhibit L is expressly incorporated herein by reference.

<sup>71</sup> Exhibit M is expressly incorporated herein by reference.

payments to its insureds, plaintiff Colonial American is subrogated to its insureds' rights of recovery against any responsible third parties.

545. At the time of the September 11<sup>th</sup> Attack, plaintiff Fidelity provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit N hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit N.<sup>72</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Fidelity has made payments to the insureds identified in Exhibit N in an aggregate amount in excess of \$1,636,903.02 as set forth in greater detail in Column D of Exhibit N, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Fidelity is subrogated to its insureds' rights of recovery against any responsible third parties.

546. At the time of the September 11<sup>th</sup> Attack, plaintiff Maryland provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit O hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit O.<sup>73</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Maryland has made payments to the insureds identified in Exhibit O in an aggregate amount in excess of \$448,063.19, as set forth in greater detail in Column D of Exhibit O, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its

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<sup>72</sup> Exhibit N is expressly incorporated herein by reference.

<sup>73</sup> Exhibit O is expressly incorporated herein by reference.



payments to its insureds, plaintiff Maryland is subrogated to its insureds' rights of recovery against any responsible third parties.

547. At the time of the September 11<sup>th</sup> Attack, plaintiff Northern provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit P hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit P.<sup>74</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Northern has made payments to the insureds identified in Exhibit P in an aggregate amount in excess of \$1,288,908.39 as set forth in greater detail in Column D of Exhibit P, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Northern is subrogated to its insureds' rights of recovery against any responsible third parties.

548. At the time of the September 11<sup>th</sup> Attack, plaintiff Steadfast provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit Q hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit Q.<sup>75</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Steadfast has made payments to the insureds identified in Exhibit Q in an aggregate amount in excess of \$392,783.63, as set forth in greater detail in Column D of Exhibit Q, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its

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<sup>74</sup> Exhibit P is expressly incorporated herein by reference.

<sup>75</sup> Exhibit Q is expressly incorporated herein by reference.

payments to its insureds, plaintiff Steadfast is subrogated to its insureds' rights of recovery against any responsible third parties.

549. At the time of the September 11<sup>th</sup> Attack, plaintiff Valiant provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit R hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit R.<sup>76</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Valiant anticipates that it may make payments to the insureds identified in Exhibit R in an aggregate amount in excess of \$3,500, as set forth in greater detail in Column D of Exhibit R, and expects that it will make additional payments in the future in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of any such payments to its insureds, plaintiff Valiant will become subrogated to its insureds' rights of recovery against any responsible third parties.

550. At the time of the September 11<sup>th</sup> Attack, plaintiff One Beacon, through policies of insurance issued by One Beacon or by its predecessors in interest, General Accident, Commercial Union and CGU, provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit S hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit S.<sup>77</sup> In accordance with the terms of the applicable policies of insurance, plaintiff One Beacon has made payments to the insureds identified in Exhibit S in an aggregate amount in excess of \$185,805,247.79, as set forth in greater detail in Column D of Exhibit S, and expects that it will make additional payments in the future, in compensation for damages resulting from the

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<sup>76</sup> Exhibit R is expressly incorporated herein by reference.

<sup>77</sup> Exhibit S is expressly incorporated herein by reference.

September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff One Beacon is subrogated to its insureds' rights of recovery against any responsible third parties.

551. At the time of the September 11<sup>th</sup> Attack, plaintiff Crum & Forster provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit T hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit T.<sup>78</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Crum & Forster has made payments to the insureds identified in Exhibit T in an aggregate amount in excess of \$44,300.08, as set forth in greater detail in Column D of Exhibit T, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Crum & Forster is subrogated to its insureds' rights of recovery against any responsible third parties.

552. At the time of the September 11<sup>th</sup> Attack, plaintiff North River provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit U hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit U.<sup>79</sup> In accordance with the terms of the applicable policies of insurance, plaintiff North River has made payments to the insureds identified in Exhibit U in an aggregate amount in excess of \$3,405,966.77, as set forth in greater detail in Column D of Exhibit U, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its

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<sup>78</sup> Exhibit T is expressly incorporated herein by reference.

<sup>79</sup> Exhibit U is expressly incorporated herein by reference.

payments to its insureds, plaintiff North River is subrogated to its insureds' rights of recovery against any responsible third parties.

553. At the time of the September 11<sup>th</sup> Attack, plaintiff United States Fire provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit V hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit V.<sup>80</sup> In accordance with the terms of the applicable policies of insurance, plaintiff United States Fire has made payments to the insureds identified in Exhibit V in an aggregate amount in excess of \$75,397,757.11, as set forth in greater detail in Column D of Exhibit V, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff United States Fire is subrogated to its insureds' rights of recovery against any responsible third parties.

554. At the time of the September 11<sup>th</sup> Attack, plaintiff American Alternative provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit W hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit W.<sup>81</sup> In accordance with the terms of the applicable policies of insurance, plaintiff American Alternative has made payments to the insureds identified in Exhibit W in an aggregate amount in excess of \$2,590,862.56, as set forth in greater detail in Column D of Exhibit W, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue

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<sup>80</sup> Exhibit V is expressly incorporated herein by reference.

<sup>81</sup> Exhibit W is expressly incorporated herein by reference.

of its payments to its insureds, plaintiff American Alternative is subrogated to its insureds' rights of recovery against any responsible third parties.

555. At the time of the September 11<sup>th</sup> Attack, plaintiff Great Lakes provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit X hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit X.<sup>82</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Great Lakes has made payments to the insureds identified in Exhibit X in an aggregate amount in excess of \$51,682,223.62, as set forth in greater detail in Column D of Exhibit X, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Great Lakes is subrogated to its insureds' rights of recovery against any responsible third parties.

556. At the time of the September 11<sup>th</sup> Attack, plaintiff Princeton Excess provided insurance coverage to the corporations, companies, partnerships, affiliations, persons, trusts and other parties identified in Column A of Exhibit Y hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit Y.<sup>83</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Princeton Excess has made payments to the insureds identified in Exhibit Y in an aggregate amount in excess of \$3,796,292.50, as set forth in greater detail in Column D of Exhibit Y, and expects that it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue

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<sup>82</sup> Exhibit X is expressly incorporated herein by reference.

<sup>83</sup> Exhibit Y is expressly incorporated herein by reference.

of its payments to its insureds, plaintiff Princeton Excess is subrogated to its insureds' rights of recovery against any responsible third parties.

557. At the time of the September 11<sup>th</sup> Attack, plaintiff Amlin provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit Z hereto, relative to property, business interests and/or scheduled events located at the corresponding addresses identified in Column B of Exhibit Z.<sup>84</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Amlin has made payments to the insureds identified in Exhibit Z in an aggregate amount in excess of \$66,991,142.12, £9,093, and 28.70CAD as set forth in greater detail in Column D of Exhibit Z and expects it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Amlin is subrogated to its insureds' rights of recovery against any responsible third parties. Amlin further reserves its rights of recovery against any responsible third parties for any additional payments it may make on behalf of its insureds arising out of the September 11<sup>th</sup> Attack.

558. At the time of the September 11<sup>th</sup> Attack, Certain Underwriters at Lloyd's, comprised of Syndicate 33, represented by plaintiff Hiscox participated in providing insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit AA hereto, relative to property, business interests and/or scheduled events located at the corresponding addresses identified in Column B of Exhibit AA.<sup>85</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Hiscox has made payments to the insureds identified in Exhibit AA in an aggregate amount in excess of \$228,774,228.62 as set forth in greater detail in Column D

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<sup>84</sup> Exhibit Z is expressly incorporated herein by reference.

<sup>85</sup> Exhibit AA is expressly incorporated herein by reference.

of Exhibit AA and expects it will make additional payments in the future in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Hiscox is subrogated to its insureds' rights of recovery against any responsible third parties. Hiscox further reserves its rights of recovery against any responsible third parties for any additional payments it may make on behalf of its insureds arising out of the September 11<sup>th</sup> Attack.

559. At the time of the September 11<sup>th</sup> Attack, plaintiff Allstate provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit BB hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit BB.<sup>86</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Allstate has made payments to the insureds identified in Exhibit BB in an aggregate amount in excess of \$12,945,647.78, as set forth in greater detail in Column D of Exhibit BB and expects it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Allstate is subrogated to its insureds' rights of recovery against any responsible third parties.

560. At the time of the September 11<sup>th</sup> Attack, plaintiff Old Colony provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit CC hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit CC.<sup>87</sup> In accordance with the terms of the applicable policies of insurance, Old Colony has made payments to the insureds identified in Exhibit CC in an aggregate amount in excess of \$5,100, as set forth in greater detail in Column D of Exhibit CC and expects it will

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<sup>86</sup> Exhibit BB is expressly incorporated herein by reference.

<sup>87</sup> Exhibit CC is expressly incorporated herein by reference.

make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Old Colony is subrogated to its insureds' rights of recovery against any responsible third parties.

561. At the time of the September 11<sup>th</sup> Attack, plaintiff Continental Insurance provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit DD hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit DD.<sup>88</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Continental Insurance has made payments to the insureds identified in Exhibit DD in an aggregate amount in excess of \$542,627, as set forth in greater detail in Column D of Exhibit DD and expects it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Continental Insurance is subrogated to its insureds' rights of recovery against any responsible third parties.

562. At the time of the September 11<sup>th</sup> Attack, plaintiff Commercial Insurance Company of Newark, NJ provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit EE hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit EE.<sup>89</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Commercial Insurance Company of Newark, NJ has made payments to the insureds identified in Exhibit EE in an aggregate amount in excess of \$141,343, as set forth in greater detail in Column D of Exhibit EE and expects it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup>

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<sup>88</sup> Exhibit DD is expressly incorporated herein by reference.

<sup>89</sup> Exhibit EE is expressly incorporated herein by reference.



Attack. By virtue of its payments to its insureds, plaintiff Commercial Insurance Company of Newark, NJ is subrogated to its insureds' rights of recovery against any responsible third parties.

563. At the time of the September 11<sup>th</sup> Attack, plaintiff CNA Casualty provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit FF hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit FF.<sup>90</sup> In accordance with the terms of the applicable policies of insurance, plaintiff CNA Casualty has made payments to the insureds identified in Exhibit FF in an aggregate amount in excess of \$25,771, as set forth in greater detail in Column D of Exhibit FF and expects it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff CNA Casualty is subrogated to its insureds' rights of recovery against any responsible third parties.

564. At the time of the September 11<sup>th</sup> Attack, plaintiff Continental Insurance Company of New Jersey provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit GG hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit GG.<sup>91</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Continental Insurance Company of New Jersey has made payments to the insureds identified in Exhibit GG in an aggregate amount in excess of \$39,073, as set forth in greater detail in Column D of Exhibit GG and expects it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup>

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<sup>90</sup> Exhibit FF is expressly incorporated herein by reference.

<sup>91</sup> Exhibit GG is expressly incorporated herein by reference.

Attack. By virtue of its payments to its insureds, plaintiff Continental Insurance Company of New Jersey is subrogated to its insureds' rights of recovery against any responsible third parties.

565. At the time of the September 11<sup>th</sup> Attack, plaintiff Fidelity and Casualty Company of New York provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit HH hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit HH.<sup>92</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Fidelity and Casualty Company of New York has made payments to the insureds identified in Exhibit HH in an aggregate amount in excess of \$79,856, as set forth in greater detail in Column D of Exhibit HH and expects it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Fidelity and Casualty Company of New York is subrogated to its insureds' rights of recovery against any responsible third parties.

566. At the time of the September 11<sup>th</sup> Attack, plaintiff Glens Falls provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit II hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit II.<sup>93</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Glens Falls has made payments to the insureds identified in Exhibit II in an aggregate amount in excess of \$36,239, as set forth in greater detail in Column D of Exhibit II and expects it will make additional payments in the future, in compensation for damages resulting from the

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<sup>92</sup> Exhibit HH is expressly incorporated herein by reference.

<sup>93</sup> Exhibit II is expressly incorporated herein by reference.

September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Glens Falls is subrogated to its insureds' rights of recovery against any responsible third parties.

567. At the time of the September 11<sup>th</sup> Attack, plaintiff Ben Franklin provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit JJ hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit JJ.<sup>94</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Ben Franklin has made payments to the insureds identified in Exhibit JJ in an aggregate amount in excess of \$6,442, as set forth in greater detail in Column D of Exhibit JJ and expects it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Ben Franklin is subrogated to its insureds' rights of recovery against any responsible third parties.

568. At the time of the September 11<sup>th</sup> Attack, plaintiff Seneca provided insurance coverage to the corporations, partnerships, person, trusts and other parties identified in Column A of Exhibit KK hereto, relative to property and/or business interests located at the corresponding addresses identified in Column B of Exhibit KK.<sup>95</sup> In accordance with the terms of the applicable policies of insurance, plaintiff Seneca has made payments to the insureds identified in Exhibit KK in an aggregate amount in excess of \$4,039,407.18, as set forth in greater detail in Column D of Exhibit KK and expects it will make additional payments in the future, in compensation for damages resulting from the September 11<sup>th</sup> Attack. By virtue of its payments to its insureds, plaintiff Seneca is subrogated to its insureds' rights of recovery against any responsible third parties.

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<sup>94</sup> Exhibit JJ is expressly incorporated herein by reference.

<sup>95</sup> Exhibit KK is expressly incorporated herein by reference.

569. At the time of the September 11<sup>th</sup> Attack, plaintiff Federal provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit LL hereto, for the benefit of the employees identified in Column B of Exhibit LL, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit LL.<sup>96</sup> As a result of the September 11<sup>th</sup> Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit LL were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff Federal has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit LL (hereinafter "claimants"). Plaintiff Federal may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff Federal is subrogated to any right, claim, demand or cause of action that exists or may exist for the benefit of those claimants and employers arising from the September 11<sup>th</sup> Attack and resulting injuries to claimants or death to claimants' decedents.

570. To the extent required by the applicable workers' compensation statute, plaintiff Federal has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or

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<sup>96</sup> Exhibit LL is expressly incorporated herein by reference.

death to claimants, or claimants' decedents, arising out of the September 11<sup>th</sup> Attack was thereby duly assigned to plaintiff Federal pursuant to the applicable workers' compensation statute.

571. At the time of the September 11<sup>th</sup> Attack, plaintiff Pacific provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit MM hereto, for the benefit of the employees identified in Column B of Exhibit MM, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit MM.<sup>97</sup> As a result of the September 11<sup>th</sup> Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit MM were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff Pacific has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit MM (hereinafter "claimants"). Plaintiff Pacific may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff Pacific is subrogated to any right, claim, demand or cause of action that exists or may exist for the benefit of those claimants and employers arising from the September 11<sup>th</sup> Attack and resulting injuries to claimants or death to claimants' decedents.

572. To the extent required by the applicable workers' compensation statute, plaintiff Pacific has provided the requisite notice to claimants, in writing via certified or

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<sup>97</sup> Exhibit MM is expressly incorporated herein by reference.

registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11<sup>th</sup> Attack was thereby duly assigned to plaintiff Pacific pursuant to the applicable workers' compensation statute.

573. At the time of the September 11<sup>th</sup> Attack, plaintiff Great Northern provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit NN hereto, for the benefit of the employees identified in Column B of Exhibit NN, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit NN.<sup>98</sup> As a result of the September 11<sup>th</sup> Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit BB were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff Great Northern has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit NN (hereinafter "claimants"). Plaintiff Great Northern may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff Great Northern is subrogated to any right, claim, demand or cause of action that exists or may exist for the

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<sup>98</sup> Exhibit NN is expressly incorporated herein by reference.

benefit of those claimants and employers arising from the September 11<sup>th</sup> Attack and resulting injuries to claimants or death to claimants' decedents.

574. To the extent required by the applicable workers' compensation statute, plaintiff Great Northern has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11<sup>th</sup> Attack was thereby duly assigned to plaintiff Great Northern pursuant to the applicable workers' compensation statute.

575. At the time of the September 11<sup>th</sup> Attack, plaintiff Vigilant provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit OO hereto, for the benefit of the employees identified in Column B of Exhibit OO, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit OO.<sup>99</sup> As a result of the September 11<sup>th</sup> Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit CC were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff Vigilant has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit OO (hereinafter "claimants"). Plaintiff Vigilant may be

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<sup>99</sup> Exhibit OO is expressly incorporated herein by reference.

obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff Vigilant is subrogated to any right, claim, demand or cause of action that exists or may exist for the benefit of those claimants and employers arising from the September 11<sup>th</sup> Attack and resulting injuries to claimants or death to claimants' decedents.

576. To the extent required by the applicable workers' compensation statute, plaintiff Vigilant has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11<sup>th</sup> Attack was thereby duly assigned to plaintiff Vigilant pursuant to the applicable workers' compensation statute.<sup>100</sup>

577. At the time of the September 11<sup>th</sup> Attack, plaintiff One Beacon, through policies of insurance issued by One Beacon or by its predecessor in interest General Accident, provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit PP hereto, for the benefit of the employees identified in Column B of Exhibit PP, in accordance with the workers' compensation laws of the

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<sup>100</sup> Plaintiff Vigilant is bringing its claim for workers' compensation payments made to claimant(s) under the workers' compensation laws of New Jersey in the name of such claimant(s), and/or their personal representatives in the case of deceased employees, to the use of plaintiff Vigilant, pursuant to Exhibit OO hereto. For purposes of protecting the identities of the individuals involved, pursuant to the accompanying Motion for Entry of a Confidentiality Order, the names of such plaintiffs/claimants are being set forth in Exhibit OO and incorporated herein to the same extent as if specifically identified in the caption and body of this Complaint.



States identified in Column C of Exhibit PP.<sup>101</sup> As a result of the September 11<sup>th</sup> Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit PP were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff One Beacon has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit PP (hereinafter "claimants"). Plaintiff One Beacon may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff One Beacon is subrogated to any right, claim, demand or cause of action that exist or may exist for the benefit of those claimants and employers arising from the September 11<sup>th</sup> Attack and resulting injuries to claimants or death to claimants' decedents.

578. To the extent required by the applicable workers' compensation statute, plaintiff One Beacon has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11<sup>th</sup> Attack was thereby duly assigned to plaintiff One Beacon pursuant to the applicable workers' compensation statute.<sup>102</sup>

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<sup>101</sup> Exhibit PP is expressly incorporated herein by reference.

<sup>102</sup> Plaintiff One Beacon is bringing its claim for workers' compensation payments made to claimant(s) under the workers' compensation laws of New Jersey in the name of such claimant(s), and/or

579. At the time of the September 11<sup>th</sup> Attack, plaintiff American Employers provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit QQ hereto, for the benefit of the employees identified in Column B of Exhibit QQ, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit QQ.<sup>103</sup> As a result of the September 11<sup>th</sup> Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit EE were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff American Employers has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of those employees killed, or statutory designees, as identified in Column D of Exhibit EE (hereinafter "claimants"). Plaintiff American Employers may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff American Employers is subrogated to any right, claim, demand or cause of action that exists or may exist for the benefit of those claimants and employers arising from the September 11<sup>th</sup> Attack and resulting injuries to claimants or death to claimants decedents.

580. To the extent required by the applicable workers' compensation statute, plaintiff American Employers has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the

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their personal representatives in the case of deceased employees, to the use of plaintiff One Beacon, pursuant to Exhibit PP hereto. For purposes of protecting the identities of the individuals involved, pursuant to the accompanying Motion for Entry of a Confidentiality Order, the names of such plaintiffs/claimants are being set forth in Exhibit PP and incorporated herein to the same extent as if specifically identified in the caption and body of this Complaint.

<sup>103</sup> Exhibit QQ is expressly incorporated herein by reference.

defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11<sup>th</sup> Attack was thereby duly assigned to plaintiff American Employers pursuant to the applicable workers' compensation statute.

581. At the time of the September 11<sup>th</sup> Attack, plaintiff One Beacon America provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit RR hereto, for the benefit of the employees identified in Column B of Exhibit RR, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit RR.<sup>104</sup> As a result of the September 11<sup>th</sup> Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit RR were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff One Beacon America has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit RR (hereinafter "claimants"). Plaintiff One Beacon America may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff One Beacon America is subrogated to any right, claim, demand or cause of action that exists or may exist for the

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<sup>104</sup> Exhibit RR is expressly incorporated herein by reference.

benefit of those claimants and employers arising from the September 11<sup>th</sup> Attack and resulting injuries to claimants or death to claimants' decedents.

582. To the extent required by the applicable workers' compensation statute, plaintiff One Beacon America has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11<sup>th</sup> Attack was thereby duly assigned to plaintiff One Beacon America pursuant to the applicable workers' compensation statute.

583. At the time of the September 11<sup>th</sup> Attack, plaintiff Camden provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit SS hereto, for the benefit of the employees identified in Column B of Exhibit SS, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit SS.<sup>105</sup> As a result of the September 11<sup>th</sup> Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit SS were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff Camden has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit SS (hereinafter "claimants"). Plaintiff Camden may be obligated to

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<sup>105</sup> Exhibit SS is expressly incorporated herein by reference.

make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff Camden is subrogated to any right, claim, demand or cause of action that exists or may exist for the benefit of those claimants and employers arising from the September 11<sup>th</sup> Attack and resulting injuries to claimants or death to claimants' decedents.

584. To the extent required by the applicable workers' compensation statute, plaintiff Camden has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11<sup>th</sup> Attack was thereby duly assigned to plaintiff Camden pursuant to the applicable workers' compensation statute.<sup>106</sup>

585. At the time of the September 11<sup>th</sup> Attack, plaintiff Homeland provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit TT hereto, for the benefit of the employees identified in Column B of Exhibit TT, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit TT.<sup>107</sup> As a result of the September 11<sup>th</sup> Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit TT were injured

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<sup>106</sup> Plaintiff Camden is bringing its claim for workers' compensation payments made to claimant(s) under the workers' compensation laws of New Jersey in the name of such claimant(s), and/or their personal representatives in the case of deceased employees, to the use of plaintiff Camden, pursuant to Exhibit SS hereto. For purposes of protecting the identities of the individuals involved, pursuant to the accompanying Motion for Entry of a Confidentiality Order, the names of such plaintiffs/claimants are being set forth in Exhibit SS and incorporated herein to the same extent as if specifically identified in the caption and body of this Complaint.

<sup>107</sup> Exhibit TT is expressly incorporated herein by reference.

or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff Homeland has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit TT (hereinafter "claimants"). Plaintiff Homeland may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff Homeland is subrogated to any right, claim, demand or cause of action that exists or may exist for the benefit of those claimants and employers arising from the September 11<sup>th</sup> Attack and resulting injuries to claimants or death to claimants' decedents.

586. To the extent required by the applicable workers' compensation statute, plaintiff Homeland provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of the September 11<sup>th</sup> Attack was thereby duly assigned to plaintiff Homeland pursuant to the applicable workers' compensation statute.

587. At the time of the September 11<sup>th</sup> Attack, plaintiff United States Fire provided workers' compensation insurance coverage to the employers identified in Column A of Exhibit UU hereto, for the benefit of the employees identified in Column B

of Exhibit UU, in accordance with the workers' compensation laws of the States identified in Column C of Exhibit UU.<sup>108</sup> As a result of the September 11<sup>th</sup> Attack, while in the course and scope of their employment, the employees identified in Column B of Exhibit UU were injured or killed. As a result of such injuries and deaths, and in accordance with the terms of the applicable policies of insurance, plaintiff United States Fire has made workers' compensation benefit payments, including, but not limited to, payments for medical bills, funeral expenses, death benefits and wage replacement benefits to, or on behalf of, either injured employees, dependents of deceased employees, or statutory designees, as identified in Column D of Exhibit UU (hereinafter "claimants"). Plaintiff United States Fire may be obligated to make future payments of workers' compensation benefits to, or on behalf of certain claimants, for which a claim is made herein. By virtue of the payments described above, plaintiff United States Fire is subrogated to any right, claim, demand or cause of action that exists or may exist for the benefit of those claimants and employers arising from the September 11<sup>th</sup> Attack and resulting injuries to claimants or death to claimants' decedents.

588. To the extent required by the applicable workers' compensation statute, plaintiff United States Fire has provided the requisite notice to claimants, in writing via certified or registered mail, that their failure to commence an action against the defendants within the specific statutorily prescribed time limit would operate as an assignment of their cause of action against the defendants to the Plaintiff. Claimants failed to commence such an action and the cause of action against the defendants to recover damages for injuries or death to claimants, or claimants' decedents, arising out of

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<sup>108</sup> Exhibit UU is expressly incorporated herein by reference.

the September 11<sup>th</sup> Attack was thereby duly assigned to plaintiff United States Fire pursuant to the applicable workers' compensation statute.<sup>109</sup>

**COUNT I**  
**PLAINTIFFS V. ALL DEFENDANTS**  
**TRESPASS**

589. Plaintiffs incorporate the previous allegations by reference.

590. The September 11<sup>th</sup> Attack constituted an intentional and unlawful trespass upon the real and personal property of plaintiffs' insureds, to which plaintiffs' insureds did not consent.

591. As set forth above, the September 11<sup>th</sup> Attack was a direct, intended and foreseeable product of a larger conspiracy among the defendants to commit acts of international terrorism against the United States, its nationals and allies.

592. The conspiracy among the defendants to commit acts of international terrorism against the United States, its nationals and allies, included the provision of material support and resources to defendant al Qaida and affiliated foreign states, FTOs, persons, organizations, commercial entities and other parties.

593. The co-defendants knew, or should have known, that their provision of material support and resources to al Qaida and affiliated foreign states, FTOs, persons, organizations, commercial entities and other parties would result in an unlawful trespass upon the real and personal property of plaintiffs' insureds.

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<sup>109</sup> Detailed factual allegations relating to the damages and injuries suffered by additional plaintiffs identified in accordance with Paragraph 12 of Case Management Order #2 are set forth in Exhibits 1,2,3, and 4 hereto, and Exhibits VV through KKKK. Exhibits 1,2,3,4 and VV through KKKK are expressly incorporated herein by reference. Letter Exhibits A through KKKK were filed of record under seal on September 29, 2005, pursuant to Court Order. Those Exhibits are incorporated herein as filed on September 29, 2005.